

## REQUEST FOR PROPOSALS (RFP)

**ISSUE DATE:** June 2, 2006

**TITLE:** Copy Center and Simulation Services

**RFP NUMBER** DHRM06-2

**ISSUING AGENCY:** Commonwealth of Virginia  
Department of Human Resource Management  
James Monroe Building, 13th Floor  
101 North 14th Street  
Richmond, Virginia 23219

### PERIOD OF CONTRACT:

Sealed proposals for furnishing services described herein will be received subject to the conditions cited herein until 2:00 p.m., Friday June 30, 2006.

All Inquiries Must Be In Writing and Directed To:

Mr. Dan Hinderliter  
Department of Human Resource Management  
James Monroe Building, 13th Floor  
101 North 14th Street  
Richmond, Virginia 23219  
Fax Number: (804) 225-2790

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

In compliance with this Request for Proposals, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish materials and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address Of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(SIGNATURE IN INK)

\_\_\_\_\_  
Zip Code: \_\_\_\_\_

Title: \_\_\_\_\_

Fax  
Number: ( ) \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

**PRE-PROPOSAL CONFERENCE:N/A**

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# **REQUEST FOR PROPOSALS**

## **RFP DHRM06-2**

### **1.0 PURPOSE**

The purpose of this Request for Proposals is to solicit sealed proposals to establish a contract through competitive negotiation to provide services of an on-site copy center to be used by the Department of Human Resource Management as an Issuing/Using Agency. The copy center will provide duplicating and production services for the department.

### **2.0 BACKGROUND**

The Department of Human Resource Management (DHRM) has numerous requests for copies of documents related to workers compensation insurance claims and other areas of employer benefits and training under its direction. The copy center will be located on the 6<sup>th</sup> Floor, James Monroe Building, 101 N. 14<sup>th</sup> Street. The copiers will be maintained within close proximity of the insurance records in order to provide adequate security controls of records.

### **3.0 STATEMENT OF NEEDS**

The Contractor must make available all necessary equipment and staff to accommodate the average minimum number of copies duplicated and assembled per month.

#### **3.1 Average Minimum Monthly Demand:**

- 3.1.1 Black & White – 65,000 copies
- 3.1.2 Color-200 copies

See Usage Chart – Schedule II – Monthly Production for 2005

#### **3.2 Equipment**

##### **3.2.1 The copy center must have the following equipment and/or services:**

- a. A minimum of 2 copiers
- b. Multifunctional machines: 2 and 3 hole punch capacity, sort capacities with a minimum of 20 bins, staple with four position capacity, produce overhead slides, spiral binding capability
- c. Maintain cost per copy through use of codes for numerous departments.
- d. Provide all printing and operating supplies (xerographic paper (20# and 60#, white and some color, 8 1/2 x 11, 8 1/2 x 14, 11 x 17)
- e. Equipment must be delivered new (no reconditioned equipment will be accepted) and allow for upgrades, through contract modification, as caused by market innovation and or issuing agency's demand.
- f. Provide capacity to transmit copy request electronically from requester's PC.
- g. Provide ability for the onsite person to print medical records from e-mails received.
- h. Ability to process folding jobs.

### 3.3 Staffing Services

- 3.3.1 The Contractor shall provide one (1) full-time person with a minimum of one (1) year experience with the installed equipment and availability to perform duties during standard Commonwealth of Virginia work hours (Monday through Friday, 8:15 a.m. to 5:00 p.m.), with exception of holidays recognized by the customer. The contractor will provide a local supervisor.
- 3.3.2 The Contractor shall provide for replacement employee(s) when required (vacation, sick).
- 3.3.3 The Contractor shall provide valid documentation of personnel's qualifications for handling secured documents.
- 3.3.4 Minimum duties and responsibilities:
  - a. On a daily basis operate and maintain high volume reprographic equipment
  - b. Prioritize requests for timely completion (See Turn Around Times on Attachment I)
  - c. Maintain daily work and service logs
  - d. Create customer focused environment
  - e. Maintain neat and clean work area
  - f. Other duties as assigned by site manager
- 3.3.5 Minimum qualifications:
  - a. High school diploma or GED
  - b. Knowledge and experience of business machine operations including copiers on site
  - c. Ability to communicate both orally and in writing
  - d. Must pass drug screening and background check (specifically involving handling confidential material)

### 3.4 Repair Service Timeline And Off-Site Services

- 3.4.1 The Contractor must have the ability to provide equipment repairs within the following timeframe:
  - a. Black and white copier – 3 hours maximum
- 3.4.2 Provide off-site copy (at no additional charge, including delivery and pick-up) service if equipment is non-repairable within the stated repair time frame.

### 3.5 Transition Plan

- 3.5.1 Provide plan to assure continuation of operations during transition to new contract.

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 General Requirements

4.1.1 RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One original and four copies of each proposal must be submitted to the Purchasing Agency. The Offeror shall make no other distribution of the proposals.

4.1.2 Participation of Small, Women-Owned, and Minority-Owned Businesses: The Offeror must submit three sets of data for small businesses, women-owned businesses, and minority-owned businesses: (1) ownership, (2) utilization of small, women-owned and minority-owned businesses for the most recent 12 months, and (3) planned involvement of small businesses, women-owned businesses, and minority-owned businesses on the current procurement.

a. Participation by Small Businesses:

(1) Offeror certifies that it ( ) is, ( ) is not, a small business concern (including its affiliates) which is independently owned and operated. For the purpose of this procurement, a small business is a concern that is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employee, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

(2) List small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and to expand upon the following format.

PERIOD: From \_\_\_\_\_ To \_\_\_\_\_

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT
-------------------------------------	-------------------	----------------------------	-------------------	------------------------

(3) Describe Offeror's plans to involve small businesses in the performance of this Contract either as part of a joint venture, as a partnership, as subcontractors, or as suppliers.

PERIOD: From \_\_\_\_\_ To \_\_\_\_\_

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT
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b. Participation by Businesses Owned by Women:

(1) Offeror certifies that it ( ) is, ( ) is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a woman-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

- (2) List businesses owned by women with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and to expand upon the following format.

PERIOD: From \_\_\_\_\_ To \_\_\_\_\_

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT
-------------------------------------	-------------------	----------------------------	-------------------	------------------------

- (3) Describe Offeror's plans to involve businesses owned by women in the performance of this contract, either as part of a joint venture, as a partnership, as subcontractors, or as suppliers. Offerors are encouraged to provide additional information and to expand upon the following format.

PERIOD: From \_\_\_\_\_ To \_\_\_\_\_

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT
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c. Participation by Businesses Owned by Minorities:

- (1) Offeror certifies that it ( ) is, ( ) is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- (2) List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and to expand upon the following format.

PERIOD: From \_\_\_\_\_ To \_\_\_\_\_

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT
-------------------------------------	-------------------	----------------------------	-------------------	------------------------

- (3) Describe Offeror's plan to involve minority businesses in the performance of this Contract, either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and to expand upon the following format.

PERIOD: From \_\_\_\_\_ To \_\_\_\_\_

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT
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#### 4.1.3 Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the Purchasing Agency. Mandatory requirements are those required by law or regulations, or are such, that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding sections of the RFP. It is also helpful to cite the paragraph number, subparagraph letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subparagraph letter should be repeated at the top of the next page. The proposals should contain a table of contents, which cross references the RFP requirements. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- e. Ownership of all data, material, and documentation originated and prepared for the State, pursuant to the RFP, shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by



some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- 4.1.4 Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and an explanation session only and does not include negotiation. The Purchasing Agency will schedule the time and location of these presentations. Oral presentations are an option and may or may not be conducted.

## 4.2 Specific Requirements

Proposals should be as thorough and detailed as possible so that the Purchasing Agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 4.2.1 The return of the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

- 4.2.2 A written narrative describing the Offeror's equipment, services proposed, and the manner in which the services required will be provided, as described in the Statement of Needs. This narrative should specifically address the following:

a. Capability to Meet Duplicating Demand:

- (1) Availability during standard Commonwealth of Virginia working hours.
- (2) Quality of printing paper supplied by vendor for each copier offered.
- (3) State and describe experience in providing required services

b. Equipment:

- (1) Description of equipment and amenities offered with brochures of each machine and details regarding number of copies per minute, 1st copy speed, resolution, and other special features.
- (2) Number of copies for average monthly usage.

c. Staffing Services:

- (1) Number of years experience staff has had operating equipment offering.
- (2) Procedure for handling expected and unexpected staffing absences.
- (3) Provide training schedule for operating.
- (4) Provide resume for assigned staff (Supervisor and Operator).

- 4.2.3 State if the Contractor has any other copy center contracts during the same time period and if so, state your ability to handle simultaneous contracts and meet the requirements as stated in this RFP.

## 5.0 EVALUATION AND AWARD CRITERIA

### 5.1 Evaluation Criteria

Proposals shall be evaluated by the Purchasing Agency using the following criteria, along with the related scoring weights.

	Point Value
5.1.1 Vendor Qualifications:	
a. Availability for desired time period	_____
b. Qualifications and experience in providing services	_____
TOTAL:	35
5.1.2 Equipment Qualifications:	
a. Qualification & experience of vendor's product to provide services	_____
b. Reference verifications	_____
TOTAL:	30
5.1.3 Price:	
a. Per minimum copy, per machine (w/ equipment & personnel included)	_____
b. Discounts	_____
TOTAL:	30
5.1.4 Participation in Minority- and Women-Owned Businesses	_____
TOTAL:	5
GRAND TOTAL:	100

### 5.2 Award Of Contract

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror, which, in its opinion, has made the best proposal, and award the contract to that Offeror. The agency may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be most advantageous. (Section 2.2-4359, Code of Virginia). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and Contractor's proposal as negotiated.

### 5.3 Announcement Of Award

Upon the award or the announcement of the decision to award the contract as a result of this solicitation, the purchasing agency will publicly post such notice on the 13<sup>th</sup> Floor, James Monroe Building, and the agency's web page ([www.dhrm.virginia.gov](http://www.dhrm.virginia.gov)) for a minimum of 10 business days.

## 6.0 GENERAL TERMS AND CONDITIONS:

### 6.1 Vendor's Manual

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the Department's office on the 13th floor of the James Monroe Building. In addition, a copy can be obtained from the Department of General Services' Division of Purchases and Supply by calling (804) 786-3845. It may also be found online at the DPS web site <http://159.169.222.200/dps/>.

### 6.2 Applicable Laws And Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

### 6.3 Anti-Discrimination

6.3.1 By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act.

6.3.2 In every contract over \$10,000 the provisions in 1 and 2 below apply:

a. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

(3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

(a) The Contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub contractor or vendor.

#### 6.4 Ethics In Public Contracting

By submitting their proposals, Offerors certify (1) that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or sub contractor in connection with their proposal, and (2) that they have not conferred on or promised, any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, unless consideration of substantially equal or greater value was exchanged.

#### 6.5 Immigration Reform And Control Act Of 1986

By submitting their proposals, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

#### 6.6 Debarment Status

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals for the type of goods or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

#### 6.7 Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

#### 6.8 Mandatory Use Of State Form And Terms And Conditions

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

#### 6.9 Clarification Of Terms

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact Dan Hinderliter in writing no later

than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Department.

## 6.10 Payment

### 6.10.1 To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payments address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payments in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

### 6.10.2 To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s) in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) day following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

## 6.11 Precedence Of Terms

Paragraphs 7.1–7.10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

#### 6.12 Qualifications Of Offerors

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

#### 6.13 Testing And Inspection

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

#### 6.14 Assignment Of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

#### 6.15 Changes To The Contract

6.15.1 Changes can be made to the Contract in any one of the following ways:

- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Department may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to such things as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Department a credit for any savings. Said compensation shall be determined by one of the following methods:
  - (1) By mutual agreement between the parties in writing; or
  - (2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed,

subject to the Department's right to audit the Contractor's records and/or to determine the correct number of units independently; or

- (3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Department with all vouchers and records of expenses incurred and savings realized. The Department shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Department within thirty (30) days from the date of receipt of the written order from the Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall resolve in accordance with the procedures for resolving disputes provided by the Disputes Clause (paragraph 8.12) of this contract and in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Department or with the performance of the contract generally.

#### 6.16 Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

#### 6.17 Insurance

6.17.1 By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

#### 6.17.2 Insurance Coverages And Limits Required:

- a. Worker's Compensation – Statutory requirements and benefits.
- b. Employers Liability – \$100,000.
- c. Commercial General Liability – \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability.

The Commonwealth of Virginia must be named as an additional insured with respect to the services being procured.

d. Professional Liability/Errors and Omissions

6.18 Announcement Of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the Agency's web site, [www.dhrm.virginia.gov](http://www.dhrm.virginia.gov), for a minimum of 10 days.

6.19 Drug Free Work Place

6.19.1 During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that provisions will be binding upon each subcontractor or vendor.

6.19.2 For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

6.20 Nondiscrimination Of Contractors

6.20.1 A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or received goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.



## 6.21 eVa Business-To-Government Vendor Registration

6.21.1 The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

6.21.2 All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.
- c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

**Note: Vendors are strongly encouraged to register your company prior to submitting a bid or offer. Failure to register will result in your bid or offer being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.**

## 7.0 SPECIAL TERMS AND CONDITIONS

### 7.1 Cost Limits

The Contractor is responsible for all the costs of implementing and administering the program. The Department is responsible for ensuring that the Contractor receives payment of all fees that are established pursuant to the contract which results from this RFP. Any cost incurred by the Contractor to address the tasks and responsibilities identified in this RFP which exceeds the contractually established fees is the risk of the Contractor.

### 7.2 Term/Renewal Of Contract

7.2.1 The term of this contract is July 1, 2006 through June 30, 2008 with three one-year renewal options.

7.2.2 This contract may be renewed by the Commonwealth for three (3) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- a. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price for the additional one year shall not exceed the contract price of the original increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- b. If during any subsequent renewal period, the Commonwealth elects to exercise the option to renew the contract, the contract price for the subsequent renewal period shall not exceed the contract price of the previous renewal period increased/decreased by more than the percentage increased/decreased of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

### 7.3 Cancellation Of Contract

The Department reserves the right to cancel and terminate any resulting contract, in part or in whole without penalty, upon 90 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

### 7.4 Payments

Except for Tasks 3.1 and 3.2, the Contractor shall deliver only those services actually ordered by the Department. The Department will accept and pay only for those services which have been fully rendered. The Contractor shall invoice the Department each month for services provided during the prior month. Payment will be made by the Department within 30 days of receipt of an approved invoice by the Commonwealth's EDI payment method. Refer to Attachment Three for EDI information.

### 7.5 Audits

7.5.1 The Contractor shall assist the Department and the Department's auditors, who may be employees of the Department, employees of other Contractors, or agents of the Department, in the conduct of audits. This assistance shall include the provision of secure, quiet office space, including furnishings and telephones needed by the auditors.

7.5.2 The Contractor agrees to retain all books, records, and other documents relative to the contract which results from this RFP for five (5) years after final payment, or until the conclusion of any audit by the Commonwealth, whichever is sooner. The Department, its authorized agents, and State

Auditors, shall have full access to, and the right to examine, any of the Contractor's materials relevant to the contract which results from this RFP.

#### 7.6 Contract Representatives

Both the Department and the Contractor shall appoint a contract representative who shall ensure that the provisions of this contract are adhered to. The Department hereby appoints the Director, Office of Contracts and Finance. Currently the position is held by Dan Hinderliter.

#### 7.7 Certified Corporate Annual Reports

Within 120 days of the close of its fiscal year, the Contractor shall furnish to the Department an annual report of its consolidated operations. This report shall be certified by an independent auditor.

#### 7.8 Confidentiality Of Information

7.8.1 The Contractor shall treat all information utilized in its performance of the contract as confidential, personal information. The Contractor shall handle all confidential information in accordance with the Virginia Privacy Protection Act, Virginia Code Section 2.1-377 et seq. All files, computer data bases and other records developed or maintained pursuant to the execution of the contract are the property of the Department, and shall be delivered to the Department upon demand. The Contractor merely serves as the custodian of the files, and acts as agent for the Department in the payment for services and the performance of other assigned tasks, including assisting the Department with requests under the Virginia Freedom of Information Act.

7.8.2 The Contractor as an agent of the Department must be HIPAA compliant, including but not limited to privacy, as would be required by the Department for any functions performed under this contract.

#### 7.9 Severability

In the event any portion of the contract shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of the contract shall continue in full force and effect.

#### 7.10 Force Majeure

Neither party shall be deemed to be in default of any of its obligations hereunder, if, and so long as, it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

#### 7.11 Subcontracting

The Contractor is fully responsible for all work performed under the contract. The Contractor may not assign, transfer, or subcontract any interest in the contract, without prior written approval of the Department. The Contractor shall require all sub-

contractors to comply with all provisions of this RFP. The Contractor will be held liable for contract compliance for all duties and functions whether performed by the Contractor or any subcontractor.

#### 7.12 Disputes

7.12.1 In accordance with section 2.2-4363 of the Code of Virginia, disputes arising out of the contract, whether for money or other relief, may be submitted by the Contractor for consideration by the Department. Disputes must be submitted in writing, with all necessary data and information, to the Director of the Department of Human Resource Management at the James Monroe Building, 12th Floor, 101 North 14th Street, Richmond, Virginia 23219. Disputes will not be considered if submitted later than sixty (60) days after the final payment is made by the Department under the contract. Further, no claim may be submitted unless written notice of the Contractor's intention to file the dispute has been submitted at the time of the occurrence or at the beginning of the work upon which the dispute is based. The Department shall render a final written decision regarding the dispute not more than ninety (90) days after the dispute is submitted, unless the parties agree to an extension of time. If the Department does not render its decision within 90 days, the Contractor's sole remedy will be to institute legal action, pursuant to section 2.2-4364 of the Code of Virginia. The Contractor shall not be granted relief as a result of any delay in the Department's decision.

7.12.2 During the time that the parties are attempting to resolve any dispute, each party shall proceed diligently to perform its duties.

#### 7.13 Contractor Affiliation

If an affiliate (as defined below in this paragraph) of the Contractor takes any action which, if taken by the Contractor, would constitute a breach of the contract, the action taken by the affiliate shall be deemed a breach by the Contractor. "Affiliate" shall mean a "parent," subsidiary or other company controlling, controlled by, or in common control with the Contractor, subContractor or agents of the Contractor.

#### 7.14 Transfer Of Files

If for any reason the Department decides to no longer contract with the Contractor, the Contractor agrees to transfer to the party designated by the Department, at no cost, all data, records, computer files, other files, and materials of any sort that were maintained for the Commonwealth. The Contractor agrees to assist the Department in understanding, using, and transferring all files and records, including those maintained in computer language.

#### 7.15 Advertising

In the event a contract is awarded as a result of this RFP, the Contractor shall not advertise that the Commonwealth of Virginia, or any agency or institution of the Commonwealth, has purchased, or uses its products or services.

#### 7.16 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the Commonwealth of

Virginia, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Department.

## 8.0 METHOD OF PAYMENT

The Contractor will be paid on the basis of invoices submitted. The Contractor should submit invoices within thirty (30) days after completion of services provided.

Department of Human Resource Management  
ATTN.: Fiscal Services  
James Monroe Building, 12<sup>th</sup> Floor  
101 North 14<sup>th</sup> Street  
Richmond, VA 23219

## 9.0 PRICING SCHEDULE:

9.1 The Offeror will provide the following:

9.1.1 Per minimum, per machine (with equipment and personnel included)

9.1.2 Overtime Rate for Operator

9.1.3 Discount:

Discount offered if the agency pays Net 10 days \_\_\_\_\_%

Discount offered if the agency pays Net 20 days \_\_\_\_\_%

## 10.0 SCHEDULE I

10.1 Required turn-around times for copy jobs:

Contested Claim Routing	24 hours
Transfers	4 hours
Medical report copies to the VWC	5 days
Bill copies	24 hours
Agreement forms/letters	24 hours
Sendbacks	24 hours
File for rehabilitation	48 hours

## 11.0 SCHEDULE II

11.1 Monthly Production for 2005

	<b>B&amp;W</b>	<b>Color</b>
January-05	74,885	225
February-05	73,109	104
March-05	118,945	365
April-05	87,010	712
May-05	77,635	485
June-05	70,030	1,134
July-05	113,101	239
August-05	68,575	468
September-05	34,042	-
October-05	68,934	2,054
November-05	103,540	161
December-05	65,028	76
Yearly total	954,834	6,023
<b>Monthly average</b>	<b>79,570</b>	<b>502</b>